

1
2
3
4
5 THE HONORABLE BARBARA J. ROTHSTEIN
6
7

5
6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE
9
10

11 MARTIN LUTHER KING, JR.
12 COUNTY, et al.,
13
14

Plaintiffs,

v.

No. 2:25-cv-00814-BJR

DECLARATION OF KELSEY
BECKMEYER

11 SCOTT TURNER in his official capacity
12 as Secretary of the U.S. Department of
13 Housing and Urban Development, et al.,
14
15

Defendants.

11 I, KELSEY BECKMEYER, declare as follows under penalty of perjury that the below is
12 true and correct:

13 1. I am the Continuum of Care Manager at the King County Regional Homelessness
14 Authority (KCRHA), a position I have held since November 18, 2024. I was previously the
15 Program Performance Manager at KCRHA which I held from January 19, 2022, until November
16 18, 2024.

17 2. In both of my roles, I assisted the Continuum of Care members and Board execute
18 their obligations under federal law and regulations, including managing the collaborative
19 application for all entities seeking Continuum of Care funds in the King County Continuum.

20 3. I assist in the collaborative application to apply for funding on behalf of other
21 members of the Continuum, which include the following recipients: King County; Downtown
22 Emergency Services Center; Friends of Youth, Archdiocesan Housing Authority, and Solid

1 Ground.

2 4. I am familiar with the Continuum of Care competition and coordinated KCRHA's
 3 participation for the King County Continuum for this fiscal year.

4 5. For FY2024, the King County Continuum received \$66,967,923 in funding to
 5 support transitional housing, rapid rehousing, permanent supportive housing, and administrative
 6 programs related to the Homelessness Management Information System (HMIS), Coordinated
 7 Entry System (CES), and Continuum of Care activities.

8 6. KCRHA itself receives \$26,857,684 in Continuum of Care funding. A list of all of
 9 our grants and relevant information is included below:

HUD Project Name	Subrecipient(s)	Performance Period (May 2024-December 2025)	FY23 Award Amount (2024-2025)	Program Type	Enrolled Individuals as of 1.28.25
Anita Vista TH/RRH	YWCA	Sept - Aug	\$366,116.00	TH-RRH	45
CoC Planning Grant	N/A	Jan-Dec	\$1,500,000.00	Planning	n/a
Coming Home	Plymouth Housing Group	July - June	\$488,420.00	TH	128
DESC Greenlake	DESC	Jan - Dec	\$1,976,421.00	PSH	121
DV/SA Rapid Rehousing Program	YWCA	Jan - Dec	\$1,561,030.00	RRH	46
FOY - Francis Village Permanent Supportive Housing	Friends of Youth	Jan - Dec	\$125,000.00	PSH	16
Hickman House Joint Component RRH/TH	The Salvation Army	Jan - Dec	\$397,446.00	TH-RRH	49
Home Safe Rapid Rehousing	New Beginnings	June - May	\$475,184.00	RRH	60
Kerner Scott House	DESC	Jan - Dec	\$443,471.00	SH	25
King County Consolidated Rapid Rehousing Program	Lutheran Community Services NW, African Community Housing and Development, Neighborhood House	Oct - Sept	\$1,612,654.00	RRH	69
Mi Casa	Consejo Counseling Services	Oct - Sept	\$64,613.00	TH	11
Multicultural IDD Integrated Support Team (MIDST) PSH	Open Doors for Multicultural Families	Jan - Dec	\$762,204.00	PSH	20
My Friend's Place TH/RRH	LifeWire	May - April	\$433,344.00	TH-RRH	46
Rapid Rehousing for Young Adults	Friends of Youth and YMCA	Aug - July	\$1,888,259.00	RRH	59
Regional RRH for DV Consolidated	LifeWire, YWCA, and New Beginnings	Jan - Dec	\$4,652,916.00	RRH	324
Roy St Transitional Living & RRH Program	YMCA	July - June	\$1,000,998.00	TH-RRH	40
Salvation Army William Booth	The Salvation Army	Oct - Sept	\$253,988.00	TH	40
Sandpoint Youth Group Homes	Friends of Youth	Oct - Sept	\$324,869.00	TH	10
Seattle Rapid Rehousing for Families Consolidated Project	Solid Ground, Wellspring, Neighborhood House	June - May	\$2,100,365.00	RRH	446
Severson Program	YMCA	July - June	\$123,286.00	TH	7
The Inn-Safe Haven	Coordinated Care Agency (formerly Catholic Community Services)	July - June	\$348,156.00	SH	19
WA-500 Coordinated Entry	Solid Ground, Coordinated Care Agency (formerly Catholic Community Services), YWCA, Multi-Service Center	Sept - Aug	\$1,872,500.00	SSO	n/a
WA-500 Coordinated Entry - DV	Coalition Ending Gender-Based Violence	Dec - Nov	\$264,498.00	SSO	n/a
WA-500 HMIS	N/A	May - April	\$403,714.00	HMIS	n/a
WA-500 YHDP - Bridge Housing	United Indians for All Tribes, YMCA	Oct - Sept	\$1,997,594.00	YHDP	64
WA-500 YHDP - YET & Nav/Div Consolidated	Friends of Youth, YMCA	Aug - July	\$1,275,877.00	YHDP	53
WA-500 YHDP Behavioral Health Crisis Response	NeighborCare Health	Dec - Nov	\$96,188.00	YHDP	57

23 7. These funds represent roughly 31% of our overall administrative budget and 11%
 24 of our overall programming budget.

25 8. Continuum of Care funds support 3,632 households in King County by supporting
 26 families to exit homelessness.

27 9. KCRHA's share of the funding supports 1,381 households through transitional

1 housing, rapid rehousing, and other related programs.

2 10. On March 26, 2025, I received the first of twenty-seven grant agreements from
 3 the U.S. Department of Housing and Urban Development.

4 11. That grant agreement provides funding for a Joint Component project, My
 5 Friend's Place, that supports women fleeing domestic violence with both immediate crisis
 6 housing and rapid re-housing. The program serves 19 households by providing transitional
 7 housing services and short-term rapid rehousing subsidies to help those families exit the
 8 transitional site.

9 12. The grant agreement's terms and conditions contain numerous new provisions
 10 that were not included as part of the Notice of Funding Opportunity (NOFO) issued in 2024 for
 11 these funds.

12 13. These provisions include several new program conditions, including:

- 14 a. Prohibiting use of funds to promote "gender ideology;"
- 15 b. Requiring KCRHA to stipulate that compliance with anti-discrimination
 16 laws is material to receipt of funds and for the False Claims Act;
- 17 c. Prohibiting use of funds to fund or promote elective abortions;
- 18 d. Requiring compliance with the eligibility and verification requirements of
 19 the Personal Responsibility and Work Opportunity Reconciliation Act of
 20 1996 (PRWORA);
- 21 e. Prohibiting use of funding in a manner that facilitates the subsidization or
 22 promotion of illegal immigration;
- 23 f. Requiring the use of SAVE to confirm eligibility.

24 14. The terms and conditions are vague, unclear, and irrelevant to the underlying
 25 funding. They were not stated as conditions in either the NOFO or HUD regulations, so I have
 26

1 little understanding of what is required of us or any subrecipients.

2 15. "Gender ideology" is not clearly defined, and I am concerned that the grant
 3 agreement conflicts with existing civil rights laws barring discrimination.

4 16. Provisions regarding abortion access are unclear and we do not know what it
 5 would mean for a homelessness assistance provider to fund or facilitate an elective abortion and
 6 what is contemplated by that provision.

7 17. The provisions regarding PRWORA are extremely difficult to implement due to
 8 the lack of regulations as required by federal law. We do not know how to implement this and if
 9 the verification requirements would apply to non-profit subrecipients.

10 18. Provisions prohibiting facilitation of illegal immigration is confusing in light of
 11 the PRWORA exemptions, which permit emergency shelter services such as those covered by
 12 the grant agreement to be afforded to persons regardless of immigration status per prior Attorney
 13 General guidance.

14 19. KCRHA sought more information about how to access SAVE should the
 15 provision apply [on [date]] but has not received a response from the U.S. Department of Housing
 16 and Urban Development.

17 Under relevant regulations, I understand KCRHA has 45 days to sign the grant agreement.

18 20. Given we did not want to risk losing funding for the center, KCRHA signed and
 19 crossed out the terms on the grant agreement and submitted it to the U.S. Department of Housing
 20 and Urban Development, noting the Court's order. A copy of the grant agreement as KCRHA
 21 submitted is attached as **Exhibit A**.

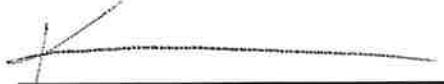
22 21. The U.S. Department of Housing and Urban Development has not confirmed
 23 whether we may continue to invoice against the grant. Loss of Continuum of Care funds would
 24 significantly jeopardize the continued support those households have and lead to the loss of their
 25 housing. This could mean a return to homelessness for 1,381 households if we cannot continue

1 these services.

2 I declare under penalty of perjury that the foregoing is true and correct.

3

4 EXECUTED this 19th day of May, 2025, in Tacoma, WA:

5 

6 Kelsey Beckmeyer
7 Manager, Continuum of Care
8 King County Regional Homelessness Authority
9 400 Yesler Way Suite 600
Seattle, WA 98104
(206) 735-9026
Kelsey.beckmeyer@kcrha.org

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2025, I served a true and correct copy of the foregoing document on the following parties by the method(s) indicated below:

<p>Brian C. Kipnis Annalisa L. Cravens Sarah L. Bishop Rebecca S. Cohen <i>Assistant United States Attorneys</i></p> <p>Office of the United States Attorney 700 Stewart Street, Suite 5220 Seattle, WA 98101-1271 brian.kipnis@usdoj.gov annalisa.cravens@usdoj.gov sarah.bishop@usdoj.gov rebecca.cohen@usdoj.gov</p> <p><i>Attorneys for Defendants Scott Turner, U.S. Dept. of Housing and Urban Development, Sean Duffy, U.S. Dept. of Transportation, Tariq Bokhari, the Federal Transit Administration, Gloria M. Shepherd, the Federal Highway Administration, Chris Rocheleau, the Federal Aviation Administration, Drew Feeley, the Federal Railroad Administration</i></p>	<p><input checked="" type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED this 21st day of May, 2025.

/s/ *Gabriela DeGregorio*

Gabriela DeGregorio
Litigation Assistant
Pacifica Law Group LLP

CERTIFICATE OF SERVICE

PACIFICA LAW GROUP LLP
401 UNION STREET
SUITE 1600
SEATTLE, WASHINGTON 98101
TELEPHONE: (206) 245-1700
FACSIMILE: (206) 245-1750

EXHIBIT A



May 8, 2025

United States Department of Housing and Urban Development
Seattle Regional Office (Region X)
909 First Avenue, Suite 200
Seattle, WA 98104-1000

Re: Grant Agreement – *My Friend's Place* Shelter (Grant Number/FAIN: WA0392L0T002407)

Dear Margaret M. Keller, Acting CPD Director:

Thank you for forwarding the proposed Grant Agreement for *My Friend's Place*, which supports transitional housing and Rapid Rehousing for families fleeing domestic violence. This is a critical service to those in need within our community and we appreciate your continued support. I include this letter with the signed agreement to indicate we have excised provisions inconsistent with the findings of the order entered on May 8, 2025 in *King County v. Turner*, 2:25-cv-814. We are not consenting to those terms that are stricken.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Kinnison".

Kelly Kinnison
Chief Executive Officer

Grant Number/FAIN: WA0392L0T002407

Recipient Name: King County Regional Homelessness Authority

Tax ID No.: 37-1977237

Unique Entity Identifier (UEI) Number: JC77VNK7P7D3

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and King County Regional Homelessness Authority (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

Provisions are 1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, stricken and not 2024);
agreed to 2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the pursuant to "Act");
Order issued in 3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from King County v. time to time;
Turner, No. 2:25-cv-814 on 4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care
May 7, 2025. Competition and Renewal or Replacement of Youth Homeless Demonstration Program
NOFO, except for references in the NOFO to Executive Orders that have since been
repealed;

5. ~~all current Executive Orders~~; and

6. the Recipient's application submissions on the basis of which these Grant Funds were
approved by HUD, including the certifications, assurances, technical submission
documents, and any information or documentation required to meet any grant award
condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Recipient is a Unified Funding Agency (UFA).

The Recipient is the sole recipient designated by the applicable Continuum of Care.

The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$460600, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
WA0392L0T002407	12	May 1, 2025 – April 30, 2026	May 1, 2025 – April 30, 2026	\$460600
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$192312
g. Supportive services				\$206776
h. Operating costs				\$44000
i. Homeless Management Information System				\$0
j. Administrative costs				\$17512
k. Relocation costs				\$0
l. VAWA Costs				\$0
m. Rural Costs				\$0
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this

Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

Provisions are stricken and not agreed to pursuant to Order issued in King County v. Turner, No. 2:25-cv-814 on May 7, 2025.


Kelly Kinnison, CEO

(1) ~~shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;~~

(2) ~~agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;~~

(3) ~~certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;~~

(4) ~~shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and~~

(5) ~~Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.~~

~~The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.~~

~~No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.~~

~~Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.~~

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization.

Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder

may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

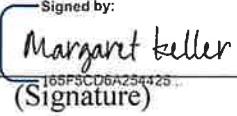
1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: 
Margaret Keller
(Signature)

Margaret M. Keller, Acting CPD Director
(Typed Name and Title)
3/26/2025
(Date/Federal Award Date)

RECIPIENT

King County Regional Homelessness Authority
(Name of Organization)

BY: 
(Signature of Authorized Official)
5/9/2025
(Typed Name and Title of Authorized Official)

Kelly Kinnison
(Date)